

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B5400031

PRINT DATE: 08/14/14

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1900644901

KR CONTRACTING INC

223 N PROSPECT ST

STE 105

HAGERSTOWN, MD

(301)797-7569

21740

REFER QUESTIONS TO:

TONIA WELLS

(410)767-4720

TONIA.WELLS@DGS.STATE.MD.US

ITB: 001IT819545

EXPR DATE: 12/31/17

POST DATE: 07/25/14

DISCOUNT TERMS: .

NET 30 DAY

CONTRACT AMOUNT:

323,244.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

H00 2015 33501 0823 \$ 53,874.00

H00 2016 33501 0823 \$107,748.00

H00 2017 33501 0823 \$107,748.00

H00 2018 33501 0823 \$ 53,874.00

PLEASE RETAIN SECTIONS A, B, C AND D FOR FUTURE REFERENCE

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0001	99046-GRDURM	LT	
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SECURITY GUARDS SERVICE

TO PROVIDE UNARMED UNIFORMED GUARD SERVICE FOR THE MARYLAND DEPARTMENT OF GENERAL SERVICES AT THE ELKTON DISTRICT COURT/MULTI-SERVICE CENTER FOR A PERIOD OF THREE (3) YEARS BEGINNING JANUARY 1, 2015 THROUGH DECEMBER 31, 2017.

UNARMED GUARDS \$12.30 (HOURLY RATE) X 26,280 (ESTIMATED HOURS) FOR THREE (3) YEARS = \$323,244.00

END OF ITEM LIST

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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TERMS (cont'd):

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE INVITATION TO BID (ITB) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED IN AND MADE PART OF THE BPO.

STATE YOUR FEDERAL TAX IDENTIFICATION # 1980644981

IF THE STATE OF MARYLAND OR OTHER REGULATOR BODY REQUIRES A LICENSE OR CERTIFICATE TO PERFORM THE SERVICES REQUIRED, PLEASE PROVIDE THE LICENSE NUMBER AND DATE OF ISSUANCE.

106-4210
LICENSE NUMBER

7.31.2015
DATE OF EXPIRATION

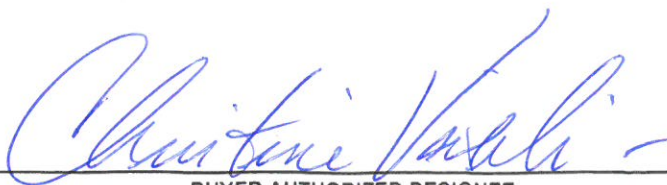
IF YOU ARE A DEPARTMENT OF TRANSPORTATION CERTIFIED MINORITY BUSINESS, PLEASE PROVIDE YOUR CERTIFICATION NUMBER.

MDOT'S MBE CERTIFICATION NUMBER

IF A CONTRACTOR SUBJECT TO THE LIVING WAGE LAW FAILS TO SUBMIT ALL RECORDS REQUIRED UNDER COMAR 21.11.10.05 TO THE COMMISSIONER OF LABOR AND INDUSTRY AT THE DEPARTMENT OF LABOR, LICENSING AND REGULATION, THE AGENCY MAY WITHHOLD PAYMENT OF ANY INVOICE OR RETAINAGE. THE AGENCY MAY REQUIRE CERTIFICATION FROM THE COMMISSIONER ON A QUARTERLY BASIS THAT SUCH RECORDS WERE PROPERLY SUBMITTED.

***** LAST PAGE *****

AUTHORIZED BY:



BUYER AUTHORIZED DESIGNEE

DATE:

1/13/15

SECTION C - DETAILED SPECIFICATION
Maryland Department of General Services
Elkton District Court/Multi-Service Center (DCMSC)
Unarmed Uniformed Guard Service
Solicitation No. 001IT819545/MDDGS31014607

May 6, 2014

**This is Small Business Reserve (SBR) Only, 5% Minority Business
Enterprise (MBE) Goal**

1. BACKGROUND:

The intent of the contract to be awarded is to provide quality Unarmed Uniformed Guard Service to the Maryland Department of General Services. This Unarmed Uniformed Guard Contract pertains to the Elkton District Court/Multi-Service Center, which is managed under the authority of the Department of General Services Facilities Operations, an agency of the State of Maryland:

Elkton District Court/Multi-Service Center (DCMSC)
170 East Main Street
Elkton, Maryland 21921-5949

2. SCOPE OF WORK:

- 2.1. The Contractor shall develop a security management plan within thirty (30) days of the start date, and furnish all labor, supplies and equipment necessary to provide the uniformed guard service to this facility in strict conformance with the methods and conditions specified in these Detailed Specifications.
- 2.2. The Contractor shall provide 24 hour security guard service. Security Guard services include coverage of the internal building rounds, external building rounds and assigned parking lots. The Contractor is responsible for property inside the facility as well as the grounds surrounding the facility. The Contractor must be able to provide the uniformed unarmed guard services described in this solicitation. These services must be provided in an orderly, continuous and consistent manner.

3. **TERM OF CONTRACT:**

This contract shall provide uniformed unarmed guard services for a period of three (3) consecutive years beginning January 1, 2015 at 12:00 a.m. through December 31, 2017 at 11:59 p.m.

4. **PRE-BID CONFERENCE/SITE VISIT:**

Each bidder is encouraged to attend the scheduled pre bid conference, although it is not mandatory (See Section A, Paragraph 7). **The pre bid conference is scheduled at the Elkton District Court/Multi-Service Center, 170 East Main Street, Elkton, Maryland 21921-5949 on Tuesday, May 13, 2014 at 11:00 a.m.** At the scheduled pre-bid conference each bidder will be permitted to examine the building, familiarize himself/herself with the full nature and extent of the work and obtain answers to questions about or clarifications of the contract. It is the sole responsibility of the Contractor to familiarize himself/herself fully with the building and the contents of these specifications. As part of a responsibility determination, bidders may be required to schedule a site visit with the contact person identified on the ITB to inspect specific conditions at the facility in detail to ascertain that their bid price represents the scope of work identified in the bid document. does not relieve the successful bidder from his obligations to comply with all aspects of this Bid package for the amount he/she specifies as his/her bid. **Please contact Michael Ireland, Regional Manager, at (410) 996-2840 for more pre-bid conference/site visit information.**

5. **CONTRACT MONITOR:**

The Contract Monitor for this project is Michael Ireland, Regional Manager. The Contract Monitor will work directly with the Contractor, and will also monitor the vendor's performance under this Contract. The Contract Monitor shall also conduct periodic inspection of guards and guard operations at the EDCMSC facility.

6. **STATE HOLIDAYS:**

The Building shall be serviced according to the weekend schedule for the following State Holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Christmas Day	

and all other additional days authorized by the Governor, plus official general election holidays.

7. **WORK WEEK DEFINED:**

For purposes of this contract agreement, the work week shall commence with shifts beginning at 12:01 a.m. on Sunday and end the following Saturday 12:00 midnight.

8. **NUMBER OF GUARDS AND GUARD SCHEDULES:**

The number of uniformed guards and schedule of service shall be approximately as follows:

Monday through Friday, except Holidays:

7:00 a.m. - 3:00 p.m. - 1 unarmed guard (8 hours)

3:00 p.m. - 11:00 p.m. - 1 unarmed guard (8 hours)

11:00 p.m. - 7:00 a.m. - 1 unarmed guard (8 hours)

Saturdays, Sundays and State Holidays:

7:00 a.m. - 3:00 p.m. - 1 unarmed guard (8 hours)

3:00 p.m. - 11:00 p.m. - 1 unarmed guard (8 hours)

11:00 p.m. - 7:00 a.m. - 1 unarmed guard (8 hours)

9. **SECURITY MANAGEMENT PLAN:**

The Contractor shall prepare a security plan for the facility to implement the written instructions provided to the Contractor by the Multi-Service Center Manager. The security plan shall comply with established security procedures and practices and shall conform to all legal restrictions. This plan will address the total security needs of the facility including, but not limited to the following:

9.1. Recommended post assignments.

- 9.2. Recommended post instructions for all posts and all shifts.
- 9.3. Recommended courses of action to deter pilferage, theft or vandalism.
- 9.4. Recommended procedures for emergency notifications.

10. STANDARDS AND QUALIFICATIONS OF GUARDS:

The following minimum standards shall apply to all guards and replacement guards assigned to this State facility:

- 10.1. High school graduate or equivalency certificate.
- 10.2. The ability to speak, read and write English in a clear and concise manner.
- 10.3. No record of criminal convictions or be on probation.
- 10.4. In good general health without physical defects.
- 10.5. Able to stand or walk for an entire shift.
- 10.6. Climb stairs or ladders.
- 10.7. Able to lift or carry objects weighing up to 50 pounds.
- 10.8. Able to run.
- 10.9. Capable of self-defense.
- 10.10. Cleared through a background investigation conducted by the Maryland State Police; signed waivers and/or releases necessary for the Contractor to legally provide this information are the responsibility of the Contractor. The background investigation shall indicate any criminal violations and dispositions and written verifications of education and reference checks of past employers.
- 10.11. Failure to comply with these standards without written consent will result in deductions from payment for all hours worked by guards who do not meet the above standards.

11. TRAINING:

- 11.1. This section of the contract shall take effect thirty (30) days prior to the actual placement of guards within the facility. During this thirty (30) day period, the Contractor is to train guards assigned to this contract. Guards shall not be assigned to this facility who has not received the training called for in this section.
- 11.2. The Contractor shall certify and submit to the State written evidence that all of the guards to be assigned to this facility have been trained in the following subjects and have demonstrated a thorough understanding of the training received, and when this training took place.

Subject	Hours
Duties of guards under this contract	6
Legal restrictions on search and seizure	1
General orders and Post Instructions for this contract	4
Emergency Notification Procedures	2
Fire & Safety Equipment	2
Mechanical equipment and alarms	2
Bomb Threat Procedures	1
Incident handling and reports	3
Access control and patrols	2
Preparation of reports and forms	1
Communication procedures and equipment	1
State rules, procedures and policies	2
First Aid	2
Uniforms and Appearance	1

12. GUARD RELIEF AND LENGTH OF TOUR:

- 12.1. All guards shall report for duty and begin their shift operation at the time specified and shall remain on duty until properly relieved. Nothing in this contract shall be deemed to permit the guard to leave their post for any other reason.
- 12.2. It is understood by both parties hereto that personnel performing guard duties must be mentally and physically alert at all times. No guards shall be assigned to perform guard duty under this contract who have worked in excess of 16 hours per 24 hour working day, except in the case of extreme emergency and only with the approval of the Multi-Service Center Manager/designee.

13. GUARD DUTIES:

- 13.1. Guard the premises against fire, theft, pilferage, malicious injury, damage and destruction in accordance with the facility's security plan.
- 13.2. Make building rounds to check for fire, unauthorized persons, mechanical system alarms, secured doors, unnecessary lights, open or unlocked windows and other specific items as specified by the facility's security plan or as instructed by the Multi-Service Center Manager/designee.
- 13.3. Maintain an entrance and exit log and permitting only authorized persons to enter the premises after regular building hours.
- 13.4. Report in writing any unusual occurrences which happens during the course of their tour of duty.
- 13.5. Open building areas for janitorial personnel, check area after cleaning and re-secure area.
- 13.6. Inspect bags, packages, boxes and parcels after hours to prevent theft and pilferage.
- 13.7. Control parking in permit and restricted parking areas.
- 13.8. Provide assistance to individuals looking for agencies or services.
- 13.9. Answer general information telephone when receptionist is not present.
- 13.10. Raise and lower the United States and Maryland flags.
- 13.11. Observe activities of individuals in the building to insure that building rules and policies are observed by requesting compliance. Should an individual ignore the request for compliance the guard is to immediately notify the Multi-Service Center Manager/designee.
- 13.12. Participate in scheduled fire drills.
- 13.13. Participate in scheduled disaster control drills.
- 13.14. Patrol the parking areas, to prevent pilferage from and vandalism to vehicles and other unlawful activity.

- 13.15. Adhere to proper notification procedures in the event of any unusual situation.
- 13.16. Obtain complete information and complete a Department of General Services Incident Report on all incidents which occur during their tour of duty.
- 13.17. In absence of the Multi-Service Center Manager/designee, notify the local fire department in case of fire, the local police department in case of theft, vandalism or unauthorized entry.
- 13.18. Direct construction, service, and maintenance contractor personnel to report to and sign in at the MSC Manager's office immediately upon entering and leaving the facility.
- 13.19. Allow only authorized personnel access in such areas as mechanical rooms, electrical rooms, telephone rooms, compactor rooms, grounds keeper rooms, etc.
- 13.20. Initiate report-to-work calls to Multi-Service Center maintenance staff during snow removal operations.
- 13.21. Follow emergency telephone procedures in the event of a systems wide failure.
- 13.22. Inform employees and visitors of the Department of General Services Smoking Regulations, if necessary.
- 13.23. METAL DETECTORS: Guards will be required to operate and/or assist, at times, as deemed necessary by the MSC Manager/ designee, if so equipped metal detectors, stationary or hand held during the term of this contract. Training will be provided at no cost by the State, for the operation of the metal detectors.

14. GUARDS SHALL NOT:

- 14.1. Carry any weapons such as guns, knives, night sticks, tasers, mace, etc.
- 14.2. Use force except to defend themselves or others when in immediate danger.
- 14.3. Make any verbal or written statement about the facility or any incident, situation or circumstance without the express approval of the Multi-Service Center Manager/designee. The exception is when logging an incident report as required elsewhere in these specifications.
- 14.4. Engage in any unauthorized investigation or detective work.

- 14.5. Surrender keys to any unauthorized individual without the express approval of the MSC Manager/designee.
- 14.6. Remove keys, supplies, furniture or equipment from the facility.
- 14.7. Make personal telephone calls unless under extreme emergency situations consistent with the DGS' MSC telephone policy or use any computer, personal or MSC related without the express permission of the MSC Manager/designee.
- 14.8. Eat or drink while on duty, except during breaks or specified lunch times; such exceptions will be confined to the guard offices and the employee's lunch room.
- 14.9. Smoke or chew tobacco in any area of the building while on or off duty.
- 14.10. Turn on or off the equipment of State agencies.
- 14.11. Confiscate any money inadvertently left in the MSC or on the MSC grounds.
- 14.16 Engage in loud or boisterous behavior.
- 14.17 Be under the influence of alcohol or drugs (grounds for immediate termination).
- 14.18 Participant in any form of gambling.
- 14.19 Sleep while on duty.
- 14.21 Permit customers or staff members to sit at the security desk with the guard.
- 14.22 Solicit on State property.
- 14.23 Make any arrests or detentions of individuals.
- 14.24 Sign a complaint on behalf of any State agency or State employee.
- 14.25 Request the towing of any vehicle without consent from the Multi-Service Center Manager/designee.

15. GUARD LOGS:

- 15.1. All guards shall sign in and out in the guard's log which shall be furnished by the Multi-Service Center Manager/designee. At the beginning of each shift, the

guard(s) shall prepare the log by assigning that day's date in the upper right hand corner of the sheet. Each guard on duty on that shift will then print their name(s) followed by their signature(s) in the upper left hand corner of the sheet.

- 15.2. All entries in the guard's log shall be printed and readable. Any falsification of information written in the guard's log is grounds for denying payment to the Contractor for all shifts containing false entries and/or possible termination of the contract.
- 15.3. At the conclusion of each shift, any incidents of important the guard will bring the guard log to the Multi-Service Center Manager's office. The guard will make a report of all incidents occurring on that shift.

16. GUARD'S UNIFORMS:

All guards shall arrive ready for duty completely uniformed to include:

- 16.1. Uniform hat
- 16.2. Uniform shirt
- 16.3. Uniform tie
- 16.4. Uniform trousers
- 16.5. Uniform shoes
- 16.6. Uniform winter coat or rain gear as the season and weather dictate.
- 16.7. All uniforms must comply with OSHA, MOSHA, and other local, State or Federal statutes.
- 16.8. Identification Badge
- 16.9. Name Tags
- 16.10. Patch identifying the name of the security company

17. GUARD'S UNIFORM EXPENSE:

The Contractor shall pay the cost, maintenance, and upkeep of uniforms; and cannot pass those costs to the employee (as a deduction from wages) unless the employee has expressly agreed to the deduction in writing in accordance with the Labor and Employment Article, § 3-503, Annotated Code of Maryland. This provision applies to uniforms bearing the logo, patch or any other special identifying features or is unique to the company.

18. GUARD'S APPEARANCE:

- 18.1. Hats must be worn at all times both indoors and outdoors.
- 18.2. Badges must be worn on the outer garment easily visible.
- 18.3. Name tags, similar to those used by the military or police departments, shall be worn and visible to the general public.
- 18.4. All guards shall have an acceptable hair cut, similar to police department standards.
- 18.5. All guards must be clean shaven; no beards will be permitted and where mustaches are worn, they must be neatly trimmed.
- 18.6. Uniforms must fit properly and must be cleaned and pressed.
- 18.7. Shoes must be in good repair and be polished; no tennis shoes allowed.
- 18.8. Uniforms shall be worn in a military manner.
- 18.9. All guards assigned shall wear identical uniforms.

19. ARRESTS AND COMPLAINTS:

Guards shall not sign a complaint on behalf of any State agency, and any request by local, State or Federal government authorities to sign a complaint must be referred to the Multi-Service Center Manager/designee.

20. RESPONSIBILITY FOR KEYS:

It is the responsibility of the Contractor and their employees to ensure the safe keeping of all keys that have been assigned to them. In the event that any assigned key is lost or stolen, the Contractor is responsible for any cost associated with re-keying or replacement of the locks involved. Any lost or stolen key will be reported to the Multi-Service Center Manager/designee immediately.

21. LINES OF RESPONSIBILITY:

It has been determined that the best interests of the State cannot be served by having one company furnishing both janitorial and uniformed guard services at the same Multi-Service Center. In order to establish clear lines of responsibility, it is required that the aforementioned services be provided by separate contractors. Therefore, the State reserves the right to make a determination that a bidder under this uniformed guard service solicitation is not responsible in the event the bidder (or its affiliate or subsidiary) is or will be providing janitorial services at any of the facilities covered by this solicitation during the terms of the contract to be entered into as a result of this solicitation.

22. QUALIFICATIONS AND REFERENCES:

- 22.1 All bidders must be security guard agencies licensed by the State of Maryland.
- 22.2 Prior to submitting a bid for the work described by this solicitation, the bidder shall have at least three (3) complete and consecutive years of successful experience providing services of comparable type, scope, complexity and magnitude of services described in the solicitation. The experience of company officials gained prior to the formation of the company, corporation or other business entity may be considered in the evaluation when evaluating responsibility.
- 22.3 The bidder is required to attach references online with the bid response. At least three (3) and no more than five (5) references of companies or organizations for which the bidder provided comparable scope, type, size, length of service magnitude and complexity to those specified in these specifications. References must be for services provided within the past five (5) consecutive years.

Each reference must include the following:

- a. Name, address, phone number, email address and contact person,

- b. Name and location of reference,
- c. Term of contract,
- d. Size and type of facility,
- e. Type and complexity of services provided,
- f. Amount of security personnel,
- g. Coverage provided and number of shifts (24/7/365),
- h. Letters of testament are optional.

22.4 The three (3) complete and consecutive years required in 22.2 above must have been immediately prior to bidding this contract.

22.5 The Contractor must provide to the State prior to or with the bid evidence of these qualifications as follows:

22.5 A copy of the State of Maryland Security Guard License;

22.5 Listing of companies or organizations which your company provided guard service over the preceding three (3) years including the length of time the service was provided and the size of the guard force provided;

22.5 The type of background investigation conducted prior to hiring of guards to include a listing of all records and areas of investigation.

Failure to provide any of the above information or documentation may result in your bid being determined non-responsible.

23. THE STATE AGREES:

23.1. To provide written instruction specifying the days and hours of the week uniformed guard service is to be provide, tours of duty required, duties to be performed by each guard and location of guard posts; this information will be prepared by the Multi-Service Center Manager/designee and furnished to the successful bidder after the award of the contract. The Multi-Service Center Manager/designee may make changes in any of these instructions at any time. Except where time and circumstances dictate, 48 hour notice of these changes will be furnished to the Contractor.

23.2. That all persons performing work under this contract shall at all times be recognized as Contract Guard Service employees under the control of the Contractor. However the Contractor, their agents, and employees shall in the performance of services hereunder, comply with written or verbal instructions

received from the Superintendent, Assistant Superintendent, and Multi-Service Center Manager/designee.

- 23.3. Not to solicit the Contractor's employees for hire. However, it cannot accept responsibility for the Equal Employment Opportunity Program of the Department of Personnel with provides equal job consideration and certification to all job applicants.

24. STATE'S RIGHT TO REJECT OR REMOVE GUARDS:

The Contractor agrees that upon request of the Multi-Service Center Manager/designee they will immediately remove from service under this contract any of their employees who, in the opinion of the Manager/designee, are undesirable to perform guard service under this contract.

25. REPLACEMENT GUARDS:

The successful bidder must be able to furnish qualified replacements and/or extra guards within one (1) hour of notification of the need for replacement or extra guards. Qualified replacements and/or extra guards shall be thoroughly familiar with the duties and responsibilities of guards at this Center, or must be so instructed by the Contractor in such a manner as to insure that the guard is thoroughly familiar with all duties and responsibilities of that assignment. The Contractor must remain at the Center to supervise the new guard's activities for no less than one (1) hour after the end of such training to insure the new guard is able to fully perform the full range of duties in a professional manner.

26. GUARD ASSIGNMENT:

- 26.1. The Contractor shall provide the number of uniformed guards requested by the Superintendent, Assistant Superintendent or Multi-Service Center Manager/designee.
- 26.2. Individual guards must be assigned on a permanent basis to this contract and may not be transferred to any other location without the consent of the Multi-Service Center Manager/designee.
- 26.3. If the State finds it necessary to assign State personnel to provide security for any shift and/or portion of any shift for which the Contractor was responsible under t his contract, the State reserves the right to refuse payment for that period of time the Contractor failed to provide the service and to hold the Contractor liable for

any wages paid to the State personnel while same was required to perform security duties normally performed by the Contractor.

27. SELECTION OF GUARD PERSONNEL:

The MSC Manager/designee, must interview each individual guard performing a service at this Center prior to their assignment. The above authority may refuse assignment to any individual who in their opinion does not meet the standards of the Department of General Services, or the experience or qualification desired by the State. The individual be interviewed by the on-site authority shall be accompanied by a representative of the contractor who shall have prepared in advance of the interview:

- 27.1. The person's application.
- 27.2. A copy of certification of the education requirements.
- 27.3. Two (2) copies of the background investigation conducted by the Maryland State Police.
- 27.4. Reference check of past employers.

28. AUTHORIZATION FOR ACCESS TO RECORDS AND DOCUMENTATION:

- 28.1. A signed "Authorization to Access of Records" form to be provided by Agency.
- 28.2. The person's completed application.
- 28.3. A copy of certification of the education requirements.
- 28.4. Reference check of past employers.
- 28.5. The applicant must pass the background check and meet the standards of the Department of General Services.
- 28.6. Applicant will not be interviewed if all of the above information is not received prior to the interview.

29. CONTRACTOR'S INSURANCE

The Contractor must furnish and keep in effect during the term of this contract the following:

- 29.1 General liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, including but not limited to Personal Injury liability coverage. This insurance must cover the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, libel, slander or other torturous conduct caused by any acts of the Contractor's employees.
- 29.2 Such Workmen's Compensation Insurance as is required by the Laws of the State of Maryland.
- 29.4 On the Certificate of Liability, the "**Description of Operations**" box shall read as follows:

"UNARMED UNIFORMED GUARD SERVICES AT THE ELKTON DISTRICT COURT/MSC. THE STATE OF MARYLAND IS INCLUDED AS AN ADDITIONAL INSURED SOLELY WITH RESPECT TO THE OPERATIONS AND ACTIVITIES OF THE NAMED INSURED".

The "**Certificate Holder**" box shall read as follows:

**Department of General Services
Room M-3
301 W. Preston Street
Baltimore, MD 21201**

Note:

Certificate of Liability Insurance and Workmen's Compensation Insurance must be submitted by fax to the Procurement Officer within five (5) days of the request.

- 29.3 Unless the Procurement Officer otherwise agrees and before the Contractor begins work, the Contractor must submit any required certificates of insurance to the Procurement Officer for review and approval. These certificates shall be held by the Procurement Officer for the duration of the contract. The State shall have the absolute right to terminate the contract if any insurance policy is canceled at any time for any reason and a new policy is not obtained by the Contractor and approved by the Procurement Officer. Unless the Procurement Officer otherwise agrees, the new policy must be effective as of the previous policy's date of cancellation.

30. FIDELITY BOND:

Contractor's employees must be bonded by a company approved by the Maryland Insurance Commissioner to issue such bonds in Maryland. The bond or bonds shall protect the State against loss by the theft of money or other property from the premises to which the State or others may sustain as a result of any fraudulent or dishonest act of Contractor's employee, acting alone or in collusion with others, during the term of this contract. Said bond or bonds shall have a limit at least \$2,500 per occurrence, per employee. Contractor must deliver said bond or bonds to the State not later than time of contract award.

31. HIRING AGREEMENT:

By submitting a bid or proposal in response to this solicitation, the Bidder/Offeror agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement. The Hiring Agreement is to be executed by the Bidder/Offeror and delivered to the procurement officer within ten days following receipt of Notice by the Bidder/Offeror that it is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract.

The Hiring Agreement provides that the Contractor and DHR will work cooperatively to promote hiring by the Contractor of qualified Maryland Temporary Cash Assistance customers to fill job openings resulting from this procurement, in accordance with 13-224, State Finance and Procurement Article.

32. HOURLY BILLING RATES:

The hourly rate submitted as the base price to the Bid shall be for non-overtime work regardless of the day of the week or hour of the day the work is to be performed. The State shall not be responsible to pay overtime rates made necessary due to the Contractor's failure to provide guards at non-overtime rates. Overtime which is the responsibility of the State must be approved by the Multi-Service Center Manager/designee in advance. The non-overtime rate will be used in computing additions to, or deductions for the monthly payment to the contractor for changes to the specified duties as services, for extra work required by the State or for penalties imposed on the Contractor as indicated elsewhere in the Specifications. Each hourly rate shall include direct wages, all indirect expenses, materials, and supplies normally used, use of any equipment and the Contractor's overhead and profit.

33. PAYMENT TO THE CONTRACTOR:

- 31.1. At the end of each calendar month, the Contractor shall render to the MSC Manager/designee their account in triplicate for work done during the month. Invoices shall indicate the number of non-overtime work hours and the number of overtime work hours for the entire month. The Contractor shall indicate their Federal Tax Identification or Social Security number on the face of each invoice billed to the State. All invoices shall be addressed as follows:

Mr. Michael Ireland
Department of General Services
Elkton District Court / Multi-Service Center
170 East Main Street
Elkton, Maryland 21921-5949

- 33.2. Additions or deletions to the bid amount for changes to the scope of work shall be made in accordance with the hourly rates submitted with the bid.
- 33.3. Upon the occurrence of any of the acts or omissions listed below, or elsewhere in the Specification, there shall be an equitable adjustment of the Contract Guard Service charges to fairly reflect the reduced value of its services.
- 33.4. Failure to properly train guard and advance of assignment to assignment duties;
- 33.5. Failure to maintain complete records of all hours of each guard assigned to the Center engaged in working for which payment is computed on the basis of actual hours worked:
- 33.6. Failure to maintain complete records, reports and logs of events occurring on each assigned post for each tour of duty;
- 33.7. Falsification of any entries in the guard log by the Contractor's personnel;
- 33.8. Improper or incomplete dress of guard;
- 33.9. Failure to conduct a proper background investigation of all guards assigned to the Center, including education requirement;
- 33.10. The State having to utilize State personnel to provide security when the Contractor fails to do so under the provisions of this contract;
- 33.11. The Contractor fails to adequately train extra or replacement guards as prescribed by the Specifications.

33.12. Guard asleep at post.

34. ELECTRONIC FUNDS TRANSFER:

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Bidder/Offeror shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. For details, see Section B, paragraph 39 - Payment of State Obligations.

35. STATE'S RIGHTS:

Nothing in these specifications shall be deemed to limit the State's rights or remedies in the event the State's actual damage exceeds the amount withheld from billing.

The State's failure, at any time, to require performance of the provisions shall in no way affect the State's rights to enforce it for subsequent occurrences.

If the DGS Multi-Service Manager or designee finds it necessary to assign State personnel to provide security for any amount of time for which the Contractor was responsible under this contract, DGS reserves the right to refuse payment for that period of time the Contractor failed to provide services, and to hold the Contractor liable for any wages paid to State personnel or another vendor to perform security duties normally performed by the successful bidder.

The State reserves the right to withhold payment in part or in full based on any claim of the State of a debt owed to the State arising from any other cause.

36. CHANGES TO SCOPE OF WORK

36.1 Any change to the scope of this contract requires pre-authorization in writing to the DGS Procurement Officer and the DGS Contract Monitor.

36.2 The Procurement Officer may, at any time, change the scope of work of the contract by written contract modification. On the designated effective date, the

contractor shall make the required changes in his operations.

- 36.3 Upon receiving notice of the change, the Contractor's monthly invoice will be adjusted to reflect the value of the change in services under this contract.

37. TERMINATION

- 37.1 DGS reserves the right to cancel this contract if funds are not appropriated or otherwise made available to support the continuation of this contract. The State shall have the right to terminate this contract and the Contractor is not entitled to recover any costs not incurred prior to termination. However, this does not affect either the State's or the Contractor's rights under any other termination clause in the contract.
- 37.2 Contractor will receive 30 days written notice from the DGS Procurement Officer of any above cancellation action to this contract.

38. SMALL AND MINORITY BUSINESS:

The Maryland State Department of General Services adheres to the State of Maryland small and minority business policies. Minority Business Enterprise vendors are encouraged to respond to this solicitation as the prime contractor and Minority Business Enterprise vendors shall be represented, in subcontract with a five (5) % MBE participation goal in the total bid price of this solicitation.

NOTE: The Prime Contractor cannot also be the Sub-contractor.

39. MBE FORMS:

- 39.1 (MDOT Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A): You **must** submit the required MBE Form (Attachment A), electronically with your bid or prior to the bid opening date/time.
- 39.2 In accordance with COMAR 21.11.03.09 (5); Failure to complete and submit the MBE Forms completely and accurately shall deem your bid NON-RESPONSIVE.
- 39.3 MBE Form (Attachment A) can be mailed or hand carried in a sealed envelope (clearly identified) to the attention of the DGS Procurement Officer, Tonia Wells, 301 W. Preston St., Rm. M-3, Baltimore, MD 21201 prior to the bid opening. MBE Forms **CANNOT** be faxed.

- 39.4 If the MBE Form (Attachment A) is not submitted electronically with your bid, hand carried or mailed to the attention of the DGS Procurement Officer in a sealed envelope prior to the bid opening date/ time, your bid shall be deemed non-responsive and shall determine that the bid is not reasonably susceptible of being selected for award.
- 39.5 MBE FORMS TO BE SUBMITTED UPON REQUEST - Attachment B - Outreach Efforts Compliance Statement and Attachment C- Subcontractor Project Participation Certification.
- 39.6 These MBE forms (Attachment B and C) must be submitted within ten (10) working business days of notification of intent to award. These documents will be requested by the DGS Procurement Officer. The bidder is encouraged to attach these forms online with their bid.
- 39.7 If the bidder fails to submit these forms as required, the Procurement Officer shall deem the bid non-responsive and your bid rejected from consideration.

The Contract Guard Service shall not be re-assigned to a Subcontractor in whole or in part. Reassigning or subcontracting shall be considered grounds for rescission of this contract.

40. SMALL BUSINESS RESERVE

This is a Small Business Reserve (SBR) Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§ 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract

41. BID PROPOSAL AFFIDAVIT

The bid/proposal affidavit must be submitted with the bid, to the attention of the Procurement Officer. Failure to submit the bid/proposal affidavit with your bid or prior to the bid opening shall deem your bid non-responsive.

42. LIVING WAGE REQUIREMENTS:

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in

this solicitation (see Attachment A-1 entitled Living Wage Requirements for Service Contracts). If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$13.19 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total value are performed in the Tier 2 Area, a Bidder shall pay each covered employee at least \$9.91 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The Contractor will be responsible for any wage/rate increase during the term of this contract and such increase may not be passed on to the Department of General Services or the State of Maryland once the contract has commenced. Contractors employees accepted by DGS on this contract must be paid in accordance to Section C, # 41 - Living Wage Requirements

The contract resulting from this solicitation #001IT819545 has been deemed a Tier 2 contract.

*****See the LIVING WAGE attachments to this solicitation***
Read all attachments thoroughly and retain for future reference**

43. BASE BID:

If the bidder fails to bid on all the lines in eMarylandMarketplace, the Procurement Officer shall deem the bid non-responsive.

The Base Bid shall be the total of eMarylandMarketplace Line 001 which shall be the total three (3) year price for providing unarmed uniformed guard services as detailed in these specifications and shall be calculated as follows:

$$\begin{array}{rcccl} \$ & & X & 26,280 & = \\ \text{Hourly Billing Rate} & & \text{Estimated Hours} & & \text{eMarylandMarketplace Line 001} \\ \text{for Guards} & & (3 \text{ years}) & & = \text{Base Bid} \end{array}$$

The estimated hours listed are for evaluation purposes only and may be revised based on fund availability.

44. BASIS OF AWARD:

The contract will be awarded to the responsive and responsible bidder who submits the lowest Base Bid, for the total three (3) year duration.

The State reserves the right to make adjustments to the estimated hours and schedule prior to award based on fund availability.